

Exhibit

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IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR
ORANGE COUNTY, FLORIDA

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING LLC,

Counter Defendant.

MOTION FOR LEAVE TO FILE SECOND AMENDED COUNTER CLAIM

COMES NOW the Counter Plaintiff, **PATRICIA K HERMAN**, by and through her undersigned counsel, pursuant to Florida Rule of Civil Procedure 1.190(a), and moves this Honorable Court for an order granting leave to file Counter Plaintiff's Second Amended Complaint in this action, and as grounds thereof states as follows:

1. On or about February 14, 2017, this Honorable Court granted Plaintiff/Counter Defendant, OCWEN LOAN SERVICING, LLC (hereinafter referred to as "Ocwen"), motion to be substituted into this action as Party Plaintiff in place of GMAC MORTGAGE CORPORATION, LLC.

2. On or about July 31, 2017, this Honorable Court ordered that the style of the case be changed to reflect the counter claim to be against *Ocwen Loan Servicing, LLC*.

3. There are several relevant issues contained within Ms. Herman's Counter Claims that need to be amended, corrected, added or deleted due to Ocwen's substitution into this action.

4. Allowing Ms. Herman to file her *Second Amended Counter Claim* would serve to ensure that all relevant issues are fully litigated in this action.

5. Ocwen would not be unduly prejudiced by this Honorable Court allowing Ms. Herman to file her *Second Amended Counter Claim*. (Please see the attached copy of Ms. Herman's Second Amended Counter Claim, "Exhibit A").

6. This amendment is not filed for the purposes of delay.

WHEREFORE, Ms. Herman respectfully requests that this Honorable Court grant her Motion for Leave to File Second Amended Counter Claim, and further order that Ms. Herman's *Second Amended Counter Claim*, which was filed on July 4, 2018, be deemed filed as of that date.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Motion for Leave to File Second Amended Counter Claim* will be furnished on this 4th day of July 2018 via Florida E-Filing Portal to all parties of record in this action.

/s/Patricia K. Herman

PATRICIA K. HERMAN, ESQUIRE

Florida Bar No: 0113018

Law Office of Patricia K. Herman, P.A.

1631 Rock Springs Road, #305

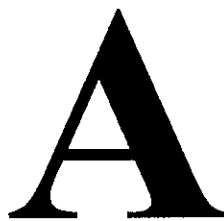
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Attorney for Counter-Plaintiff



IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR
ORANGE COUNTY, FLORIDA

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING LLC,

Counter Defendant.

COUNTER PLAINTIFF'S SECOND AMENDED COUNTERCLAIM

COMES NOW the Counter Plaintiff, PATRICIA K. HERMAN (hereinafter referred to as "Ms. Herman"), by and through her undersigned counsel, and files her *Second Amended Counter Claim* against the Counter-Defendant, and states as follows:

JURISDICTION

1. This is an action for damages in excess of FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15, 000.00).
2. Ms. Herman at all times material hereto, resided in Orange County, State of Florida.
3. At all times material hereto, the Counter Defendant, OCWEN LOAN SERVICING, LLC (hereinafter referred to as "Ocwen"), a foreign for-profit corporation, with its principal place of business in West Palm Beach, Florida, was authorized to conduct business within the State of Florida.
4. Upon Ocwen's request, this Honorable Court bifurcated Ms. Herman's Counter Claim from its *Complaint for Mortgage Foreclosure* and allowed both causes of action to proceed.
5. On July 19, 2017, this Honorable Court entered its *Final Judgment* on Ocwen's *Complaint*

for Mortgage Foreclosure, awarding it title interest to the real property that is subject of the note and mortgage sued upon in this instant counterclaim.

6. Pursuant to this Honorable Court's February 4, 2013 *Order of Dismissal*, Ms. Herman was not a party to Ocwen's foreclosure action.

VENUE

7. Venue is proper in Orange County, Florida.
8. The property, which is subject to the note and mortgage sued upon in this action, is located in Orange County, Florida, to wit: 1204 North Fairway Drive, Apopka, Florida 32712, bearing the legal description of:

Unit #1204, Building 4, Greenbrook Villas at Errol Estates I, a Condominium, together with undivided interests in the land, common elements and common expenses appurtenant to said units, all in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of Greenbrook Villas at Errol Estates I, a Condominium, recorded January 19, 1987, in O.R. Book 3854, Page 1905, et. Seq., along with subsequent Modification thereof, all in the Public Records of Orange County, Florida.

9. The injury to Ms. Herman occurred in Orange County, Florida.

PROCEDURAL HISTORY

10. On August 20, 2007, GMAC MORTGAGE, LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION, (hereinafter referred to as "GMAC"), filed the instant action for mortgage foreclosure.
11. On December 15, 2008, Ms. Herman filed her *Amended Answer, Affirmative Defenses and Counterclaim*, to GMAC's *Complaint to Foreclose Mortgage*.
12. On August 3, 2012, Ms. Herman properly coordinated, set and filed a *Notice of Hearing* on her *Amended Motion for Entry of Default Final Judgment and Motion to Compel*.

13. On August 23, 2012, GMAC unilaterally cancelled the hearing on Ms. Herman's *Amended Motion for Entry of Default Final Judgment and Motion to Compel*.
14. On August 24, 2012, GMAC filed its *Suggestion of Bankruptcy*.
15. On February 4, 2013, Ms. Herman was dismissed from the foreclosure action.
16. On January 4, 2017, Ocwen filed its *Motion to Place Case on Active Status, Motion to Substitute Party Plaintiff and Motion to Sever Counterclaims*.
17. On February 14, 2017, this Honorable Court entered its *Order Placing Case on Active Status*, due to the bankruptcy stay being lifted, placing the case on active status; substituting Ocwen for GMAC, as party plaintiff; severing the counterclaims; and, allowing both actions to proceed.
18. On July 19, 2017, this Honorable Court entered its *Final Judgment* of foreclosure against Ms. Herman.
19. On June 18, 2018, Ms. Herman filed her *Motion to Set Aside Final Judgment Entered on July 19, 2017 and Cancel Foreclosure Sale Set for July 17, 2018*.
20. On June 28, 2018, this Honorable Court ordered Ocwen to remove Ms. Herman's name from its July 19, 2017 *Final Judgment* of foreclosure.
21. Ocwen has set the foreclosure sale of the subject property to occur on July 17, 2018.

FACTUAL BACKGROUND

22. On or about February 25, 2000, Ms. Herman entered into a contract to purchase the real property located at 1204 North Fairway Drive. (Please see a copy of the executed settlement documents, which are collectively attached hereto and incorporated herein as "Exhibit A").
23. The executed settlement documents, which the note and mortgage are predicated upon, do

not authorize the collection of private mortgage insurance or hazard insurance premiums, nor does it authorize the removal of any monies from Ms. Herman's escrow account for the payment of same.

COUNT I

WRONGFUL FORECLOSURE

Breach of Contract

24. Ms. Herman hereby realleges the preceding paragraph, numbered 1 through 23, of this *Second Amended Counterclaim*, as if fully set forth herein.
25. On April 1, 2000, Ocwen breached the terms and conditions of the subject Note and Mortgage by its unauthorized charge and collection of private mortgage insurance, (hereinafter referred to as "PMI"), premium payments from Ms. Herman's monthly mortgage payment and escrow account.
26. The settlement documents, upon which the instant note and mortgage are predicated, do not authorize the collection of PMI payments from Ms. Herman. (Please see Exhibit A).
27. Ocwen has misapplied Ms. Herman's March 1, 2000 payment, in breach of the terms and conditions of the subject Note and Mortgage.
28. Ms. Herman informed Ocwen of the misapplication of her payment, and Ocwen has refused to correct same.
29. Ocwen has materially breached the terms of the subject Note and Mortgage.
30. Ocwen's breach of the subject Note and Mortgage occurred well before any alleged default of Ms. Herman.
31. Ms. Herman is entitled to relief from the subject Note and Mortgage due to Ocwen's material breach of same.

Continuing Breach of Contract

32. Ms. Herman hereby realleges the preceding paragraph, numbered 1 through 23, as if fully set forth herein.
33. Subsequent to its initial breach on March 1, 2000, and without cessation, Ocwen, on a monthly basis, has continued to repeatedly breach the terms and conditions of the subject Note and Mortgage by its unauthorized charge and collection of PMI premium payments from Ms. Herman's monthly mortgage payment and escrow account.
34. The settlement documents, upon which the instant note and mortgage are predicated, do not authorize the collection of PMI payments from Ms. Herman. (Please see Exhibit A).
35. As of the date of the filing of the instant *Second Amended Counter Claim*, Ocwen has continued to wrongfully charge Ms. Herman's account with PMI payments for the months of April 1, 2000 through July 1, 2018.
36. Ms. Herman informed Ocwen of the misapplication of her payment, and Ocwen has refused to correct same.
37. Ocwen's materially breach of the terms of the subject Note and Mortgage is continuous and ongoing.
38. Ms. Herman is entitled to relief from the subject Note and Mortgage due to Ocwen's continual material breach of same.

Unjust Enrichment

39. Ms. Herman hereby realleges the preceding paragraph, numbered 1 through 23, as if fully set forth herein.
40. Ocwen collected monies from Ms. Herman that were paid in excess of the outstanding

balance not due and owing under the applicable terms and conditions of the subject Note and Mortgage and removed monies from Ms. Herman's escrow account in contravention to the terms and conditions of the subject Note and Mortgage.

41. On July 19, 2017, Ocwen obtained a *Final Judgment* of foreclosure in its favor, and acquired title to the subject property, as well as, an award of monies allegedly collectable under the terms and conditions of the subject Note and Mortgage.
42. Ms. Herman was not a party to the foreclosure judgment, nor was she given an opportunity to be heard as to the alleged amounts due and owing pursuant to the terms and conditions of the subject Note and Mortgage.
43. Ocwen never provided notice to Ms. Herman of the entry of the *Final Judgement*.
44. Furthermore, Ocwen is attempting to sell the subject property, prior to the resolution of Ms. Herman's counterclaim on the subject Note and Mortgage.
45. Ocwen never returned any of the misappropriated funds to Ms. Herman.
46. Ocwen has gained title to the subject property by virtue of the July 19, 2017 *Final Judgment* of foreclosure.
47. The subject property has a fair market value of TWO HUNDRED THIRTY-FIVE THOUSAND THIRTY-FIVE DOLLARS AND NO CENTS (\$235,035.00).
48. Ocwen's conduct sounds in equity under the common law of unjust enrichment.
49. Ocwen has been unjustly enriched by its conduct.
50. Ocwen intentionally violated Ms. Herman's due process rights, by inducing this Honorable Court to enter its *Final Judgment* against Ms. Herman, extinguishing her interest in the subject property, without providing her notice and opportunity to be heard on same.

51. Ms. Herman has suffered actual loss in the amount of TWO HUNDRED THIRTY-FIVE THOUSAND THIRTY-FIVE DOLLARS AND NO CENTS (\$235,035.00), by virtue of Ocwen's conduct.

52. Ms. Herman is entitled to relief for unjust enrichment.

COUNT II

Violations of the Florida Deceptive and Unfair Trade Practices Act

53. Ms. Herman hereby realleges the preceding paragraph, numbered 1 through 23, as if fully set forth herein.

54. Florida Statute §501.204(1) states as follows:

- (1) Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.

55. Florida Statute §501.203(8) states as follows:

- (8) "Trade or commerce" means the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. "Trade or commerce" shall include the conduct of any trade or commerce, however, denominated, including any nonprofit or not-for-profit person or activity.

56. At all times material hereto, Ocwen engaged and continues to engage in trade or commerce as defined by *Fl. Stat. §501.203(8)*, within the state of Florida.

57. At all times material hereto, Ocwen provided and continues to provide services as defined by *Fl. Stat. §501.203(8)*, within the state of Florida.

58. Florida Statute §501.203(8) states, in pertinent part, as follows:

Civil penalty.— ...[A]ny person, firm, corporation, association, or entity, or any agent or employee of the foregoing, who is willfully using, or has willfully used a method, act, or practice declared unlawful under s. 501.204, or who is willfully violating any of the

rules of the department adopted under this part, is liable for a civil penalty of not more than \$10,000 for each such violation. Willful violations occur when the person knew or should have known that his or her conduct was unfair or deceptive or prohibited by rule.

* * *

59. Since March 1, 2000, Ocwen has engaged and continues to engage in unfair and/or deceptive acts and practices with respect to the servicing of the subject Note and Mortgage, that include the following:

- a. Utilizing incorrect data to service Ms. Herman's loan;
- b. Failing to verify the accuracy of terms of repayment for Ms. Herman's loan;
- c. Failing to verify the accuracy of terms of repayment for Ms. Herman's loan upon her request;
- d. Wrongfully imposing PMI charges to Ms. Herman's loan;
- e. Wrongfully removing monies from Ms. Herman's escrow account for the unauthorized payment of PMI;
- f. Wrongfully charging late fees for the shortage in Ms. Herman's monthly payment caused by the wrongful removal of escrow funds for the unauthorized payment of PMI;
- g. Wrongfully and unilaterally increasing the monthly mortgage loan payment;
- h. Wrongfully imposing property inspection and preservation fees not authorized by the loan documents or by applicable law;
- i. Wrongfully imposing forced-placed insurance when property was already insured; and,
- j. Failing to properly and/or timely credit Ms. Herman's mortgage loan payments to her mortgage loan and escrow account.

60. Similarly, since March 1, 2000, Ocwen has made and continues to make material misrepresentations and/or omissions to Ms. Herman with respect to the servicing of the subject Note and Mortgage, that include the following:

- a. Misrepresenting her monthly mortgage payment amount;
- b. Misrepresenting her escrow amounts due;
- c. Misrepresenting her outstanding loan balance;
- d. Misrepresenting her escrow account balance;
- e. Misrepresenting insurance amounts due;
- f. Misrepresenting her loan status as delinquent;
- g. Misrepresenting her loan reinstatement amounts; and,
- h. Misrepresenting her status of foreclosure.

61. Ocwen knew or should have known that the information they relied upon to service Ms. Herman's loan was inaccurate and knew there was no reasonable basis collect or foreclose on Ms. Herman's loan.

62. Ocwen knew or should have known that it had inaccurate information pertaining to Ms. Herman's monthly loan statements including payments and amounts due; PMI escrow disbursements; hazard insurance payments; and, delinquency statuses.

63. Ocwen knew or should have known that the successor servicer information was inaccurate, at best.

64. Ms. Herman has been substantially injured by Ocwen's conduct.

65. As of July 4, 2018, Ms. Herman has suffered actual damage in the amount of TWO HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS AND SIXTY-FOUR CENTS (\$214,744.64), by virtue of Ocwen's unfair and/or deceptive practices, to wit:

- | | |
|--|--------------|
| a. Misapplied Mortgage Payments: | \$59,214.96; |
| b. Erroneous PMI payments: | \$ 7,597.30; |
| c. HUD Certificate Charges: | \$ 125.00; |
| d. Monthly Mortgage Payment Overcharges: | \$19,107.00; |
| e. Erroneous Interest Chargers: | \$73,452.55; |

f. Erroneous application of late fees:	\$ 6,465.88;
g. Past due fees and other charges:	\$18,490.24;
h. Fees and Other Charges:	\$ 19.50;
i. Meet and Greet Charge:	\$ 35.00;
j. Prior servicer escrow payments:	\$10,774.26;
k. Hazard Insurance payments:	\$ 2,614.15;
l. Tax Disbursements:	\$ 4,527.94;
m. Property Maintenance Fees:	\$ 3,466.58;
n. Property Inspection Fees:	\$ 1,329.29;
o. Property Preservation Fees:	\$ 310.00;
p. Property Registration Charge:	\$ 200.00;
q. Property Registration Processing Fee:	\$ 75.00;
r. Doors Deadbolt/Knobs:	\$ 160.00;
s. Lock Box:	\$ 70.00;
t. Grass Cut:	\$ 180.00;
u. Photos:	\$ 30.00;
v. Winterization:	\$ 150.00;
w. Capping Gas/Water/Sewer:	\$ 90.00;
x. Dryer Vent Cover:	\$ 20.00;
y. Certified Mail:	\$ 6.53;
z. Property Appraisals:	\$ 2,071.25;
aa. Escrow refunds:	\$ 82.71; and,
bb. Ocwen Attorney's Fees and Costs:	\$ 4,079.50.

66. Ocwen knew that the charging and/or collection of the above-listed fees to Ms. Herman, or from her escrow account was not authorized by the closing documents, yet, even after the July 19, 2017 *Final Judgment* its favor, Ocwen has continued its erroneous systematic monthly billing, by charging Ms. Herman for fees allegedly related to the property, note and mortgage.

COUNT III

Civil Theft/Fraud

67. Ms. Herman hereby realleges the preceding paragraph, numbered 1 through 23, as if fully set forth herein.

68. On July 9, 2004, Ms. Herman sent her written demand to Ocwen for the return of the monies removed from her escrow account for the unauthorized payment of PMI.

69. Ocwen failed to comply with Ms. Herman's demand.

70. *Florida Statute §772.11* states in pertinent part as follows:

772.11 Civil remedy for theft or exploitation.—

(1) Any person who proves by clear and convincing evidence that he or she has been injured in any fashion by reason of any violation of ss. 812.012-812.037 or s. 825.103(1) has a cause of action for threefold the actual damages sustained and, in any such action, is entitled to minimum damages in the amount of \$200, and reasonable attorney's fees and court costs in the trial and appellate courts. Before filing an action for damages under this section, the person claiming injury must make a written demand for \$200 or the treble damage amount of the person liable for damages under this section. If the person to whom a written demand is made complies with such demand within 30 days after receipt of the demand, that person shall be given a written release from further civil liability for the specific act of theft or exploitation by the person making the written demand.

71. On February 25, 2000, Ms. Herman executed the contract for the purchase of the real property that is the subject of Ocwen's foreclosure action.

72. On March 1, 2000, Ocwen wrongfully removed monies from Ms. Herman's escrow account for the payment of PMI.

73. Ms. Herman informed Ocwen of the erroneous removal of monies from her escrow account for the payment of PMI and provided it with copies of the settlement documents showing no PMI requirement.

74. Ocwen informed Ms. Herman that they were authorized to remove the monies, as Ms. Herman's loan requires the payment of PMI.

75. For the next seventeen (17) months, while continuing to make her monthly mortgage payment, Ms. Herman repeatedly demanded Ocwen cease removing monies from her escrow account for the payment of PMI, which Ocwen repeatedly refused.

76. On September 28, 2001, Ocwen sent correspondence to Ms. Herman informing her that her previously executed settlement documents did not disclose PMI and requesting that

she execute new settlement documents. (Please see a copy of the September 28, 2001 correspondence, which is attached hereto and incorporated herein as "Exhibit B").

77. The new settlement documents that were sent to Ms. Herman for execution, were fraudulently amended in that:

a. *The Federal Truth-In-Lending Disclosure Statement:*

- i. Document was back-dated to February 25, 2000;
- ii. A PMI charge of ONE THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS AND THIRTY-TWO CENTS (\$1,847.32) was inserted into the "Itemization of Amount Financed" section;
- iii. A PMI monthly charge was added to Ms. Herman's monthly mortgage payment;
- iv. Ms. Herman's annual percentage rate was increased;
- v. Ms. Herman's finance charge was increased;
- vi. Ms. Herman's amount financed was increased;
- vii. Ms. Herman's total of payments was increased; and,
- viii. Ms. Herman's payment schedule was completely modified;

b. *Mortgagor's Information Statement/Payment Breakdown:*

- i. Document was back-dated to April 1, 2000;
- ii. A PMI monthly payment was added to Ms. Herman's escrow account proposed payment schedule;
- iii. Ms. Herman's monthly mortgage payment was increased; and,
- iv. Ms. Herman's first payment due date, as well as the temporary coupons for loan payments, were back-dated to April 1, 2000, and made payable to the original lender.

78. For the next thirty-three (33) months, while continuing to make her monthly mortgage payment, Ms. Herman repeatedly demanded Ocwen cease removing monies from her escrow account for the payment of PMI, which Ocwen repeatedly refused.

79. On July 21, 2004, Ocwen sent correspondence to Ms. Herman stating that the PMI issue was corrected, and a refund was credited to her escrow account.

80. However, Ocwen never ceased removing monies from Ms. Herman's escrow account for the unauthorized payment of PMI, nor did it credit Ms. Herman's escrow account with

any monies it had wrongfully removed.

81. For the next thirty-six (36) months, while continuing to make her monthly mortgage payment, Ms. Herman repeatedly demanded Ocwen cease removing monies from her escrow account for the payment of PMI, which Ocwen repeatedly refused.
82. On August 20, 2007, Ocwen sued Ms. Herman for mortgage foreclosure.
83. On December 15, 2008, Ms. Herman filed her *Answer, Affirmative Defenses and Amended Counter Claim to Ocwen's Complaint*.
84. Ocwen failed to timely file its responsive pleading to Ms. Herman's *Amended Counter Claim*.
85. When Ms. Herman moved for entry of a default final judgment against Ocwen on her counter claim, Ocwen filed for bankruptcy, and dismissed Ms. Herman from its foreclosure action.
86. On July 19, 2017, Ocwen caused this Honorable Court to enter *Final Judgment* of foreclosure against Ms. Herman.
87. Ocwen intentionally obtained the *Final Judgment* ex parte, and neither provided Ms. Herman with any notice of its entry, of other post judgment matters, to wit: *Final Judgment*, order for sale, proof of publication, etc.
88. On several occasions, Ms. Herman has requested Ocwen to amend the *Final Judgment*, to which Ocwen has failed and refused to do.
89. On June 28, 2018, this Honorable Court ordered Ocwen to amend the *Final Judgment* to delete any reference to Ms. Herman, to which Ocwen has failed to do.
90. Ocwen has now filed its re-notice of sale date, and, once again, has amended its style to wrongfully include Ms. Herman.

91. For eighteen (18) years, Ocwen has knowingly, fraudulently, with the intent to deceive, attempted to deprive Ms. Herman of her property.
92. As of March 1, 2000, Ocwen, knew that it had breached the settlement documents for the subject property by fraudulently removing monies from Ms. Herman's account.
93. Ocwen knew its actions were not authorized by the settlement documents, and even acknowledged same, but attempting to induce Ms. Herman into executed its amended settlement documents in 2001; and further by admitting its unauthorized collection of PMI from Ms. Herman's account in its 2004 correspondence.
94. Ocwen has acquired title to Ms. Herman's property by fraud.
95. Ocwen now seeks to sell the subject property that it acquired by fraud.
96. Ocwen has set the sale for July 17, 2018, knowing that there still remains the instant active pending counter claim; a recorded lis pendens against the subject property in relation to the active counter claim; and, the Note and Mortgage, that are the subject of the instant counter claim have neither been cancelled or foreclosed upon.
97. Ocwen's intentional, wrongful and deceptive actions have caused actual damage to Ms. Herman in the amount of TWO HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS AND SIXTY-FOUR CENTS (\$214,744.64).

REQUEST FOR ATTORNEY'S FEES AND COSTS

98. Ms. Herman hereby notifies Ocwen of her intent to seek an award of attorney's fees and costs incurred by her since the original filing date of the instant action, to wit: August 20, 2007.

PRAYER FOR RELIEF

WHEREFORE, Ms. Herman requests that this Honorable Court enter a Final Judgment:

- A. Finding that OCWEN materially breached the terms and conditions of the subject Note and Mortgage prior to any alleged default by Ms. Herman;
- B. Finding that OCWEN has continually and systematically since June 1, 2000, materially breached the terms and conditions of the subject Note and Mortgage
- C. Finding that OCWEN has been unjustly enriched by the mishandling, misapplication and misappropriation of Ms. Herman's mortgage loan payments;
- D. Finding OCWEN in violation of Florida's Unfair and Deceptive Acts and Practices;
- E. Awarding Ms. Herman actual damages as set forth in Counts I and III of Ms. Herman's *Second Amended Counter Claim*;
- F. Awarding Ms. Herman \$10,000.00 for each of Ocwen's violations of the *Florida Deceptive and Unfair Practices, F.S. §501.204*, specified in Count II of Ms. Herman's *Second Amended Counter Claim*;
- G. Awarding Ms. Herman threefold the actual damages she sustained by Ocwen's fraudulent and deceptive actions pursuant to Florida Statute §772.11 as provided in *F.S. §501.204*, specified in Count III of Ms. Herman's *Second Amended Counter Claim*;
- H. Awarding Ms. Herman attorney's fees and costs as per the terms and conditions of the subject Note and Mortgage; and, *F.S. §§ 57.105 and 501.2105*;
- I. Ordering Ocwen to correct Ms. Herman's loan payment history to reflect no late payments for the period of February 25, 2000 through present date;
- J. Ordering Ocwen to provide any and all entities, that it has previously reported any derogatory information relating to Ms. Herman's payment of the loan, a copy of the updated payment history reflecting no late payments for the period of February 25, 2000 through present date;
- K. Cancelling the Note and Mortgage that are the subject matter of the instant action;
- L. Awarding Ms. Herman, the real property that is the subject of the Note and Mortgage in this action;
- M. Cancelling the mortgage lien against the subject property; and,

N. Any and all such other relief that this Honorable Court deems just and proper.

LAW OFFICE OF PATRICIA K. HERMAN, P.A.

/s/ Patricia K. Herman

PATRICIA K. HERMAN, ESQUIRE

Florida Bar No.: 0113018

Law Office of Patricia K. Herman, P.A.

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Phone: 407/731.5823

Attorney for Counter-Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Counter Plaintiff's Second Amended Counter Claim* will be furnished Florida E-Portal Notification System on this 4th day of July 2018, to all parties of record in this action.

/s/ Patricia K. Herman

PATRICIA K. HERMAN, ESQUIRE

Florida Bar No.: 0113018

Law Office of Patricia K. Herman, P.A.

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Attorney for Counter-Plaintiff

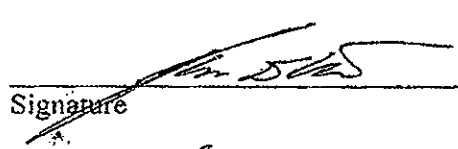
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CERTIFICATION

I, JOHN BISSET, do hereby certify under penalties of perjury that I am ⁹the custodian of records for Fidelity National Title and that the attached documents are true and accurate copies of our business records, maintained, and/or prepared by our company.

It is further certified that the records were made at or near the time of the occurrence of the matters set forth by a person with knowledge of those matters. The records were made and kept in the course of regularly conducted business activity and it is a regular practice of our company to make and keep such records.


Signature

6-22-12
Date

NOTARY PUBLIC ACKNOWLEDGEMENT ADDENDUM

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THIS NOTARY PUBLIC ACKNOWLEDGEMENT ADDENDUM is made and is incorporated into and shall be deemed to amend, supplement and be an integrated part of the RECORD CUSTODIAN CERTIFICATION dated the same date as this acknowledgement

TO WIT:

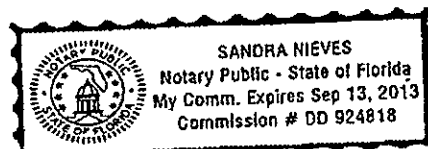
State of Florida
County of Orange

I am a notary public of the state of Florida, and my commission expires:
THE FOREGOING INSTRUMENT was acknowledged before me on 22nd day of June 2012 by
John D. Bisset who is personally known to me or who has produced FL Drivers License
as identification and who Did/Did Not take an oath.

Signature: _____

Print Name
Notary Public

Notary Seal



Notary Public Acknowledgment Addendum

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**Taylor, Bean
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Mortgage Corporation

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Fax (352) 887-1190

DOCUMENT TRANSMITTAL LIST

All closing documents must be in the following order. Please send **TWO** complete copy packages along with original and a certified copy of the Mortgage/Deed of Trust and any documents sent for recording.

- ☐ Requirements of Closing Conditions #10-16
- ☒ Termite/Compliance Inspections
- ☒ Certified copy of the Note
- ☐ Power of Attorney
- ☒ Certified copy of the Mortgage/Deed of Trust
- ☒ Original Title Commitment
- ☐ Three Original Surveys
- ☐ Original Hazard and Flood Insurance Policies with evidence of payment
- ☒ Settlement Statement
- ☒ Same Name Affidavits
- ☒ Final Truth-In-Lending
- ☐ Recission Documents
- ☒ Mortgage Program Disclosure
- ☒ IRS 4506
- ☒ Initial Escrow Account
- ☒ Mortgage Info Sheet/Payment Breakdown
- ☒ Notice of Assignment
- ☒ Disclosure Notice
- ☒ W-9 Forms
- ☒ Borrower Notification of Interest Rate
- ☒ Tax Certification
- ☒ Warranty Deed (if-refinance)
- ☒ Compliance Agreement
- ☒ First Lien Letter
- ☒ Escrow Disbursement Agreement
- ☒ Tax Authorization
- ☒ Anti-Coercion
- ☒ Quality Control Release
- ☒ Affidavit of Occupancy
- ☐ Recertification of Employment & Income
- ☐ Borrower Acknowledgement (if PMI)
- ☐ Miscellaneous

CLOSING INSTRUCTIONS CONTINUED

We have deducted our TBW/TBW, Ltd fees, interest, escrows, mortgage insurance, VA/FHA funding fees, underwriting, doc prep, express mail, assignment fees when applicable from the loan proceeds, therefore, no checks will be issued for these items. There should not be any checks cut back to TBW or sent to TBW for any items shown on the Settlement Statement to third parties. If there are any questions, please call the Ocala, Florida office.

All closing papers need to be executed correctly. All notary signatures, stamps and certifications must meet the state guidelines in which the mortgage is being recorded. The date of the notary must be that of the date of the mortgage. Make sure that the mortgage and attached riders are filled in completely and are in recordable form. **DO NOT MAKE ANY CHANGES TO OUR CLOSING PAPERS WITHOUT WRITTEN APPROVAL FROM TAYLOR, BEAN & WHITAKER MORTGAGE CORP. (OCALA, FL OFFICE).**

All conditions, survey, termite, insurance with paid receipts, compliance inspections and settlement statements must be faxed to our office for approval prior to closing.

FUNDING SHEET

TABLE FUNDED

Funding Bank

66234 02/25/00 02/25/00
Loan Number Loan Type Date of Closing Date of Disbursement

PATRICIA K. HERMAN
Borrower's Name

Expected Funding Amount: **\$83,110.50**

Loan Amount	Int Rate	OK D/S	Overage Premium	Other Credit (205)
\$83,950.00	8.250	\$0.00	\$607.80	\$0.00

LESS

Interest	Escrows	Total Disbursed
\$94.88	\$445.50	\$84,017.42

TBW MTG CORP FEES:

Origination _____
Discount _____
Underwriting Fee \$0.00
Flood Cert. \$0.00
GA per loan fee \$0.00
Doc Prep \$0.00
Express Mail \$0.00
Other Charge (811) \$0.00
Other Charge (812) \$395.00
Credit Report \$0.00
Total \$395.00

F-FMS

FEES:

BUY PRICE % 100.724 EXP. DATE: 03/08/00
Overage Premium \$607.80
Origination \$0.00
Discount \$0.00
Total \$607.80

Check # _____ TBW Mtg. \$395.00
Check # _____ TBW Ltd. \$0.00
Check # _____ XFHA VA \$0.00
Check # _____
Check # _____ Branch Fee \$73.00
assignment \$0.00
Wire X Check# 0 Net Check \$83,549.42

Payee:

FIDELITY NATIONAL TITLE
(407) 644-8200

FIDELITY NATIONAL TITLE
231 WEST PARK AVE
WINTER PARK, FL 32779
(407) 644-8200

TBW Closer: Acaffe

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

813-930-8814 FAX 813-932-7933

CLOSER: ACAFFE

CONDITIONS OF CLOSING

FHA

TO: FIDELITY NATIONAL TITLE Facsimile #: (407) 644-8655.
DATE: 02/25/00 DISBURSEMENT: 02/25/00 LOAN AMOUNT: \$83,950.00
MORTGAGE #: LOAN TYPE: FHA 30 APPRAISED VALUE: \$86,000.00
FHA CASE# 094-4113762734 PURCHASE PRICE: \$85,900.00
PROPERTY: 1204 NORTH FAIRWAY DRIVE, APOPKA, FL 32712 INT. RATE: 8.2500 %
BORROWER(S): PATRICIA K. HERMAN TERM: 360 MONTHS
P & IPMT: \$630.69

Disbursement of loan funds may be accomplished when the borrowers have completed our standard documentation and have met the special conditions that follow:

1. **WE MUST HAVE AN UPDATED INSURANCE POLICY WITH ONE YEAR PAID RECEIPT. DO NOT CLOSE THIS LOAN WITHOUT THESE DOCUMENTS!!!**
2. 1999 taxes must be paid in full.
3. Clear Title to FIDELITY MORTGAGE SERVICES, including the ALTA 8.1, assignment endorsement (you will need to collect appropriate charges on HUD), form 9 (FL only) and any applicable endorsements from:
FIDELITY NATIONAL TITLE and
4. Survey (3 Original, Sealed) (Not required if Short Form Title Policy w/NO SURVEY EXCEPTION) - Condo
5. No Secondary Financing
6. Satisfactory termite inspection. Not required on refinances, with the exception of Government Loans.
7. Please FAX HUD-1 for review prior to closing to (352) 867-1190
8. Send all Original Closing documents and True & Certified Copy of documents being recorded to: Taylor, Bean & Whitaker, Central Document Facility, 101 NE Second St., Ocala, FL 34470, via OVERNIGHT courier the day of settlement!!
9. "Final Documents" & "Original" recorded instruments must be returned to T.B.W. within 30 days of closing or penalties may be assessed.
10. SIGN FINAL APPLICATION
11. VERIFY MAILING ADDRESS AS PER 1ST PAYMENT LETTER
12. ENSURE TAX CERTIFICATION IS FILLED OUT COMPLETELY
13. DO NOT ALTER ANY DOCS W/O FIRST CONTACTING THIS OFFICE
14. SIGN CONDO RIDER
- 15.
- 16.
17. If this loan is closed in any name other than Taylor, Bean & Whitaker Mortgage Corp and we do NOT have Power of Attorney, we require an intervening assignment in recordable form and that the note be endorsed as follows:

Without Recourse, Pay to the order of
TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

by: (signature)
(officer's name) (officer's title) - Name and Title MUST be typed in.

DO NOT DISBURSE any of our funds unless you have the assignment and endorsement.

Please send TWO complete copy packages along with the Closing Documents

SPECIAL NOTES:

MIN FHA STAT INVESTMENT \$2517
6% MAX SELLER CONTRIBUTIONS
CASHIER'S CHECK FOR 2100 FROM DONOR PAYABLE TO TITLE CO
NOTICE TO HOMEBUYER SIGNED 5 DAYS PRIOR TO CLOSING
***IF FOR ANY REASON THIS LOAN DOES NOT CLOSE AS SCHEDULED, IMMEDIATELY
NOTIFY THE TBW CLOSING DEPT @ 813-930-8814**

***Mortgage to be WITNESSED AND NOTARIZED if so indicated on last page.
Attached is a partially completed HUD-1 which reflects the Fees, Charges, Disbursements, etc.,
relating to this loan. Please adjust Title Insurance & Recording Fees to actual.

FHA MIP PAYMENT TRANSMITTAL

Mortgagee: Taylor, Bean & Whitaker Mortgage Corp.
Mortgagee ID: 7499100008

Borrower's Name: PATRICIA K. HERMAN

Loan Number: 66234

Borrower's Address: 1204 NORTH FAIRWAY DRIVE
APOPKA, FL 32712

FHA Case Number: 094-4113762734

Term of Mortgage: 360

Portion of UFMIP Financed: 100%

Closing Date: 02/25/00

UFMIP Amount: \$0.00

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT Fidelity National Title Insurance Company of New York Date of Printing: Thursday, February 24, 2000, 15:34		B. TYPE OF LOAN 1. <input checked="" type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins 6. ESCROW NUMBER: 00-002-400961 7. LOAN NUMBER: 66234 8. MORTGAGE INSURANCE NUMBER: 0944113762734	
NOTE: THIS FORM IS FURNISHED TO GIVE YOU A STATEMENT OF THE ACTUAL SETTLEMENT COSTS. AMOUNTS PAID TO AND BY THE SETTLEMENT AGENT ARE SHOWN. ITEMS MARKED "(P.O.C.)" WERE PAID OUTSIDE OF THE CLOSING. THEY ARE SHOWN HERE FOR INFORMATIONAL PURPOSES AND ARE NOT INCLUDED IN THE TOTALS.			
D. NAME OF BORROWER: Paulale K. Hermen 1204 Fairway Dr N, Apopka, FL 32712		E. NAME OF SELLER: Todd R. Fagan 6800 Estate Smithbay #14 St Thomas, VI 00802	
G. PROPERTY LOCATION: 1204 Fairway Dr N, Apopka, FL 32712		F. NAME OF LENDER: Fidelity Mortgage Services H. SETTLEMENT AGENT: Fidelity National Title Insurance Company of New York PLACE OF SETTLEMENT: 320 W. Sabal Palm Place, Ste 100 Longwood, FL 32779	
		I. SETTLEMENT DATE: 02/25/2000	

J. SUMMARY OF BORROWER'S TRANSACTIONS		K. SUMMARY OF SELLER'S TRANSACTIONS	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Total Consideration	85,900.00	401. Total Consideration	85,900.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	977.18	403.	
104.		404.	
105.		405.	
Adjustments: Items Paid by Seller In Advance		Adjustments: Items Paid by Seller In Advance	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes		407. County Taxes	
108. Assessments		408. Assessments	
109. HOA fr 02/25/00 to 01/01/01	130.86	409. HOA fr 02/25/00 to 01/01/01	130.86
110. HOA fr 02/25/00 to 03/01/00	21.31	410. HOA fr 02/25/00 to 03/01/00	21.31
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
117.		417.	
118.		418.	
120. GROSS AMOUNT DUE FROM BORROWER	87,029.35	420. GROSS AMOUNT DUE TO SELLER	86,052.17
200. AMOUNTS PAID BY BORROWER FOR BENEFIT OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess deposit (see Inst.)	
202. Principal Amount of New Loan(s)	83,950.00	502. Settlement charges to seller (line 1400)	11,483.56
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Earnest Money Deposit	500.00	504. Payoff To Golden National Mortgage Banking	74,067.57
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments: Items Unpaid by Seller		Adjustments: Items Unpaid by Seller	
210. City/Town taxes		510. City/Town Taxes	
211. Taxes fr 01/01/00 to 02/25/00	134.26	511. Taxes fr 01/01/00 to 02/25/00	134.26
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	84,584.26	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	85,685.39
300. CASH AT SETTLEMENT FROM TO BORROWER		600. CASH AT SETTLEMENT FROM TO SELLER	
301. Gross amount due from borrower (line 120)	87,029.35	601. Gross amount due to seller (line 420)	86,052.17
302. Less amounts paid by/for borrower (line 220)	84,584.26	602. Less reduction in amount due seller (ln 520)	85,685.39
303. CASH (XX FROM) (TO) BORROWER	2,445.09	603. CASH (FROM) (XX TO) SELLER	366.78

L. SETTLEMENT STATEMENT		Date of Printing: Thursday, February 24, 2000, 15:34	Escrow:	
700. TOTAL SALES/BROKER'S COMMISSION (Line 700) as follows:			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
701. 3,008.50 - Realty Executives				
702. 3,008.50 - Watson Realty				
703. Commission paid at settlement				6,013.00
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee - Fidelity Mortgage Services				839.50
802. Loan Discount - Fidelity Mortgage Services				839.50
803. Appraisal Fee - Fidelity Mortgage Services		300.00		
804. Credit Report POC #50/B to Fidelity Mtg.				
805. Lender's Inspection Fee - Fidelity Mortgage Services				
806. Mortgage Insurance Application Fee - Fidelity Mortgage Services				
807. Admin Fee to TBW				395.00
808. Par Plus POC #607.80 from TBW to Fidelity Mtg.				
809. Tax service Fee -to TBW				73.00
810. Processing Fee to Fidelity Mtg.				100.00
811.				
812.				
813.				
814.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Int at \$18.98 per day fr 02/25/00 to 03/01/00			94.88	
902. Mortgage Insurance Premium				
903. Hazard Insurance Premium to				
904. Flood Insurance Premium to				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	months @ \$	per month		
1002. Mortgage Insurance	months @ \$	per month		
1003. City property taxes	months @ \$	per month		
1004. County Impounds for 6	months @ \$74.25	per month	445.50	
1005. Annual assessments	months @ \$	per month		
1006.				
1007.				
1008.				
1100. FEE ROW AND TITLE CHARGES				
1101. Settlement or closing fee to - Fidelity National Title Insurance Company of New York				125.00
1102. Abstract or Title Search - Fidelity National Title Insurance Company of New York				75.00
1103. Title Examination - Fidelity National Title Insurance Company of New York				50.00
1104. Title Insurance Binder				
1105. Document preparation				
1106. Notary fees				
1107. Attorney Fees				
1108. Title Insurance	Fidelity National Title Insurance Company of New York		6.80	687.20
(Also Endorsements and/or Simultaneous Loan Policy Minimum Risk Rate Premium - \$25.00)				
1109. Lender's coverage - ALTA Loan Policy (10-17-92) w/Florida Modific	\$83,950.00 @ \$200.00			
1110. Owner's coverage ALTA Owner's Policy (10-17-92) w/Florida Modl	\$85,900.00 @ \$494.00			
1111. Endorsement Fee(s) See Attachment To Hud				128.40
1112. Express Mail - Fidelity National Title Insurance Company of New York				105.00
1113.				
1114.				
1115.				
1116.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed \$ 15.00 Mortgage \$46.50 Release \$10.50				72.00
1202. City/County tax/stamps: Deed \$ 601.30 Mortgage \$294.00				895.30
1203. State tax/stamps: Deed \$ Mortgage \$				
1204. Intangible Tax - Fidelity National Title Insurance Company of New York				167.90
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey				
1302. Termite Report/Work - Certified Building Insp.				75.00
1303. Dues for 2000 - Errol Estate Property Owner's Assn				154.00
1304. Dues for Balance due thru 2/29/00 - Greenbrook Villas at Errol Estates				596.00
1305. Assessments March, 2000 - Greenbrook Villas at Errol Estates		130.00		
1306. Misc. - Charles Smith				75.00
1307. Power Bll - Florida Power Corp.				16.76
1308.				
1309.				
1310.				
1311.				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 602, Section K)			977.18	11,483.56

L Settlement Charges

700. Total Sales/Broker's Commission based on price \$				Paid From Borrowers' Funds at Settlement	Paid From Sellers' Funds at Settlement
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at Settlement					
704.					
800. Items Payable in Connection With Loan					
801. Loan Origination Fee	0.0000	%			
802. Loan Discount		%			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
810.					
811.					
812. ADMIN FEE	to TBN				395.00
813. PAR PLUS	to FIDELITY MTG	607.80	p.o.c.		
814. TAX SERVICE FEE	to TBN				73.00
815.					
816.					
817.					
900. Items Required By Lender To Be Paid in Advance					
901. Interest from	02/25/00 to 03/01/00	@ \$ 18.9750 /day		94.88	
902. Mortgage Insurance Premium for	XXXXXX	UpFront MIP			
903. Hazard Insurance Premium for	years to				
904.	years to				
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance	months @ \$	per month			
1002. Mortgage Insurance	months @ \$	per month			
1003. City property taxes	months @ \$	per month			
1004. County property taxes	6 months @ \$	74.25 per month		445.50	
1005. Annual assessments	months @ \$	per month			
1006.	months @ \$	per month			
1007.	months @ \$	per month			
1008.	months @ \$	per month			
1009.					
1100. Title Charges					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:					
1108. Title insurance	to				
(includes above items numbers:					
1109. Lender's coverage	\$	83,950.00			
1110. Owner's coverage	\$	85,900.00			
1111. ORIGINATION FEE	FIDELITY MTG			839.50	
1112. DISCOUNT FEE				839.50	
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed \$	Mortgages \$	Releases \$			
1202. City/county tax/stamps: Deed \$	Mortgage \$				
1203. State tax/stamps: Deed \$	Mortgage \$				
1204. PROCESSING FEE	FIDELITY MTG				100.00
1205.					
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest inspection	to				
1303.					
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrower:		APPLICANT: 66234	02/25/00
PATRICIA K. HERMAN		LOAN #:	
3072 FOX HILL CIRCLE APOPKA, FL 32703		FIDELITY MORTGAGE SERVICES 101 WYMORE ROAD #440 ALTAMONTE, FL 32714	
		Property:	
		1204 NORTH FAIRWAY DRIVE APOPKA, FL 32712	

Itemization of Amount Financed			
\$ 83,855.12	Total amount financed	\$ 83,855.12	
\$ 94.88	Interim Interest		
\$ 94.88	Total prepaid finance charges	\$ 94.88	
\$ 445.50	County tax reserves		
\$ 839.50	ORIGINATION FEE		
\$ 839.50	DISCOUNT FEE		
\$ 2,124.50	Total amount paid to others		
LOAN AMOUNT \$ 83,950.00			

THE FIRST PAYMENT FOR YOUR FHA 30yr Fixed Rate	
FOR:	\$ 83,950.00
AT:	8.250000%
WHICH WILL PAY OFF IN 360 PAYMENTS	
IS BROKEN DOWN AS FOLLOWS:	
PRINCIPAL &/OR INTEREST	\$ 630.69
Mortgage Insurance	0.00
Taxes	74.25
Insurance	0.00
Other	0.00
TOTAL PAYMENT	\$ 704.94

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
8.2498%	\$ 143,190.78	\$ 83,855.12	\$ 227,045.90

Your Payment Schedule Will Be:

359 payments monthly of \$ 630.69 beginning April 1, 2000
1 payment of \$ 628.19 due on March 1, 2030

Security Interest: You are giving a security interest in the property located at
1204 NORTH FAIRWAY DRIVE, APOPKA, FL 32712.

Late Charge: If payment is 15 days late, you will be charged 4.0000% of the payment.

Prepayment: If you pay off early, you will not have to pay a penalty.
If you pay off early, you will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home cannot assume the remainder of the mortgage
on the original terms.

This Obligation: will NOT have a demand feature.

Insurance: You may obtain property insurance from anyone you want that is acceptable to Lender.
See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date,
prepayment refunds and penalties.

* means an estimate

I (We) hereby acknowledge receiving a completed copy of this disclosure.

Date: 2 / 25 / 00

PATRICIA K. HERMAN

SERVICER:

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

PROPERTY LOCATION: 1204 NORTH FAIRWAY DRIVE APOKA, FL 32712	FILE NUMBER: 66234 LOAN NUMBER: M.I. CASE NUMBER: 094-4113762734
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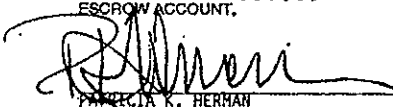
THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR BASED ON PAYMENTS
ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

Month	Payments to Escrow Account	Payments from Escrow Account	Description	Escrow Account Balance
Starting Balance:				\$ 445.50
Apr 00	\$ 74.25	\$ 0.00		519.75
May	74.25	0.00		594.00
Jun	74.25	0.00		668.25
Jul	74.25	0.00		742.50
Aug	74.25	0.00		816.75
Sep	74.25	0.00		891.00
Oct	74.25	0.00		965.25
Nov	74.25	891.00	County Taxes	148.50
Dec	74.25	0.00		222.75
Jan 01	74.25	0.00		297.00
Feb	74.25	0.00		371.25
Mar	74.25	0.00		445.50

(PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE
ESCROW ACCOUNTING COMPUTATION YEAR.)

Cushion selected by servicer: \$ 148.50

YOUR MONTHLY MORTGAGE PAYMENT FOR THE COMING YEAR WILL BE \$ 704.94
OF WHICH \$ 630.69 WILL BE FOR PRINCIPAL AND INTEREST AND \$ 74.25 WILL GO INTO YOUR
ESCROW ACCOUNT.

 2/25/00
PATRICIA K. HERMAN DATE

DATE

ISC/INITIAL ESCROW ACCT DISCLOSURE STMT/0395(0295)-L

66234

**MORTGAGOR'S INFORMATION STATEMENT/
PAYMENT BREAKDOWN**

We are pleased to welcome you as another one of our nationwide customers. We hope you will be pleased with our servicing of your account. The following is provided for your information:

PROPOSED PAYMENT

Principal and Interest		\$	<u>630.69</u>
Monthly Escrows:			
Hazard Insurance	\$	0.00	
Taxes	\$	74.25	
Private Mtg. Ins./FHA Mtg. Ins.	\$	0.00	
Flood Insurance	\$	0.00	
Other:	\$	0.00	
 Total Monthly Escrows:		\$	<u>74.25</u>
 Total Monthly Payment:		\$	<u>704.94</u>
 Less Buydown		\$	<u> </u>
 MORTGAGOR'S TOTAL MONTHLY PAYMENT		\$	<u><u>704.94</u></u>

Your first payment is due: April 1, 2000

Loan No.:

All payment figures are subject to final review in our Home Office.

Additional payment coupons will be mailed to you under separate cover and reflect the amount and due date of each payment.

All of your mortgage payments are due on the first of each month, and we sincerely ask that your payments arrive in our office by the first day of each month. If for any reason, you are ever without payment coupons, please continue making your mortgage payments on the first of each month by writing your loan number on your check or money order and mailing to: Taylor, Bean & Whitaker Mortgage Corp.
101 NE 2nd Street, Ocala, FL 34470-6642

Please provide your mailing address below. All correspondence on your loan will be directed to this address.

Phone No.


PATRICIA K. HERMAN

Social Security Number

Social Security Number

Date: 25/Feb/00

--TEMPORARY COUPONS FOR LOAN PAYMENTS--

PAYMENT DATE: April 1, 2000

LOAN #:

PATRICIA K. HERMAN
1204 NORTH FAIRWAY DRIVE
APOPKA, FL 32712

Taylor, Bean & Whitaker Mortgage Corp.
101 NE Second Street
Ocala, FL 34470

PMI	\$ 630.69
ESCROWS	\$ 74.25
TOTAL DUE	\$ 704.94

Payment Date:

Loan #:

PATRICIA K. HERMAN
1204 NORTH FAIRWAY DRIVE
APOPKA, FL 32712

Taylor, Bean & Whitaker Mortgage Corp.
101 NE Second Street
Ocala, FL 34470

PMI	\$ 630.69
ESCROWS	\$ 74.25
TOTAL DUE	\$ 704.94

Thursday, February 24, 2000, 15:34

File: 00-002-400961

ATTACHMENT TO HUD

	<u>BUYER</u>	<u>SELLER</u>
CHARGES FROM 1100 SECTION		
Endorsements		
ALTA 8.1 Environmental Protection Lien		30.00
Florida Form 9		69.40
ALTA 4/4,1 Condominium		30.00
PAYOFF CHARGES FOR Golden National Mortgage Banking Corp.		
Principal Balance		73,418.88
Interest to 03/01/00		568.69
Forwarding/Demand Fee		80.00

ADDENDUM TO HUD

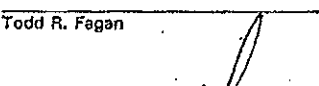
File#: 00-002-400961

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

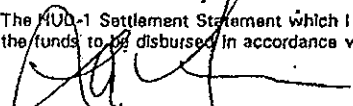
BORROWER'S:


Patricia K. Herman

SELLER'S:


Todd R. Fagan

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.


Settlement Agent - Laurie A. Franzmeier

Date 02/25/2000

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Thursday, February 24, 2000, 15:34

File: 00-002-400961

ATTACHMENT TO HUD

BUYER SELLER

CHARGES FROM 1100 SECTION

Endorsements	30.00
ALTA 8.1 Environmental Protection Lien	69.40
Florida Form 9	30.00
ALTA 4/4.1 Condominium	

PAYOFF CHARGES FOR Golden National Mortgage Banking Corp.

Principal Balance	73,418.88
Interest to 03/01/00	588.09
Forwarding/Demand Fee	50.00

ADDENDUM TO HUD

File: 00-002-400961

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all charges and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

CORROBORATION:

Patricia K. Harman

SELLER'S:

Todd R. Fagan

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have calculated, or will calculate, the funds to be disbursed in accordance with this statement.

Settlement Agent - Angela A. Franzmiller

Date 02/25/2000

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

02/23/08 13:14 TR - EEP-UNITAKER - 914076440835

NO. 400

Loan No

ADDENDUM TO HUD-1
SETTLEMENT STATEMENT

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN AN FHA-INSURED LOAN TRANSACTION

I certify that I have no knowledge of any loans that have been or will be made to me (us) or loans that have been or will be assumed by me (us) for purposes of financing this transaction, other than those described in the sales contract dated _____ (including addenda). I certify that I (we) have not been paid or reimbursed for any of the cash downpayment. I certify that I (we) have not and will not receive any payment or reimbursement for any of my (our) closing costs which have not been previously disclosed in the sales contract (including addenda) and/or my application for mortgage insurance submitted to my (our) mortgage lender.

Date: 02/25/08

PATRICIA K. HERMAN - Borrower
- Borrower
- Borrower
- Borrower

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

CERTIFICATION OF SELLER IN AN FHA-INSURED LOAN TRANSACTION

I certify that I have no knowledge of any loans that have been or will be made to the borrower(s), or loans that have been or will be assumed by the borrower(s), for purposes of financing this transaction, other than those described in the sales contract dated _____. I certify that I have not and will not pay or reimburse the borrower(s) for any part of the cash downpayment. I certify that I have not and will not pay or reimburse the borrower(s) for any part of the borrower's closing costs which have not been previously disclosed in the sales contract (including any addenda).

Date: 02/25/08

Patricia K. Herman
- Seller
- Seller
- Seller
- Seller

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

CERTIFICATION OF SETTLEMENT AGENT IN AN FHA-INSURED LOAN TRANSACTION

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were (i) received, or (ii) paid outside closing, and the funds received have been or will be disbursed by the undersigned as part of the settlement of this transaction. I further certify that I have obtained the above certifications which were executed by the borrower(s) and seller(s) as indicated.

Settlement Agent

Date

[The certifications contained herein may be obtained from the respective parties at different times or may be obtained on separate addenda.]

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

ISO/FHSS/0001/AHUD-1 (2-01)AL

FIRST LIEN LETTER

DATE: February 25, 2000

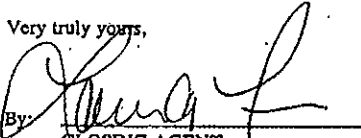
COMMITMENT NUMBER:

BORROWER(S): PATRICIA K. HERMAN

In connection with property covered by the captioned title insurance commitment, we wish to advise that we closed and completely disbursed the mortgage in the amount of \$ 83,950.00

This mortgage is a valid first lien on the property, subject only to those encumbrances shown in Schedule B of the captioned commitment. All taxes and special assessments which presently constitute a valid lien on the subject property have been paid in full.

Very truly yours,

By: 
CLOSING AGENT

AP# 66234

Florida

NOTE

LN#

FHA Case No.

094-4113762734

THE STATE DOCUMENTARY TAX DUE ON THIS NOTE HAS BEEN PAID ON THE MORTGAGE SECURING THIS INDEBTEDNESS.

February 25, 2000

[Date]

1204 NORTH FAIRWAY DRIVE, APOPKA, FL 32712

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means FIDELITY MORTGAGE SERVICES

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Eighty Three Thousand Nine Hundred Fifty and no/100

Dollars (U.S. \$ 83,950.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Eight and One / Quarter percent (8.2500 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on April 1, 2000. Any principal and interest remaining on the first day of March 2030, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 101 WYMORE ROAD #440, ALTAMONTE, FL 32714 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 630.69. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

FHA Florida Fixed Rate Note - 10/95

WMP - 1R(FL) (9810)

Amended 10/98

WMP MORTGAGE FORMS - (800) 821-7291

Page 1 of 2 WY 1098

Initials



5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.0000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

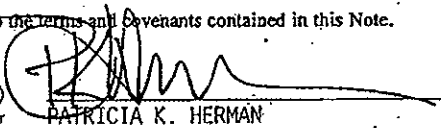
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

_____ (Seal) -Borrower	 PATRICIA K. HERMAN (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

AFTER RECORDING MAIL TO:

Prepared By: Acaffe
Address: FIDELITY MORTGAGE SERVICES
ALTAMONTE, FL 32714

LOAN NO.

STATE OF FLORIDA

[Space Above This Line For Recording Date]

FHA MORTGAGE

FHA CASE NO.

094-4113762734

This Mortgage ("Security Instrument") is given on February 25, 2000. The Mortgagor is PATRICIA K. HERMAN, a single person

whose address is 1204 NORTH FAIRWAY DRIVE, APOPKA, FL 32712 ("Borrower"). This Security Instrument is given to FIDELITY MORTGAGE SERVICES

which is organized and existing under the laws of , and whose address is 101 WYMORE ROAD #440, ALTAMONTE, FL 32714 ("Lender"). Borrower owes Lender the principal sum of Eighty Three Thousand Nine Hundred Fifty Dollars and no/100 Dollars (U.S. \$83,950.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ORANGE County, Florida:

SEE ATTACHED SCHEDULE "A"

which has the address of 1204 NORTH FAIRWAY DRIVE
Florida 32712 (Zip Code) ("Property Address");

APOPKA
(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

LOAN NO.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary; in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds".

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §§ 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

- FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
- SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- THIRD, to interest due under the Note;
- FOURTH, to amortization of the principal of the Note;
- FIFTH, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due

LOAN NO.

date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

LOAN NO.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

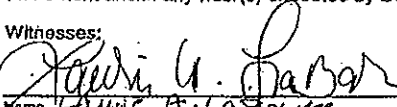
19. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)].

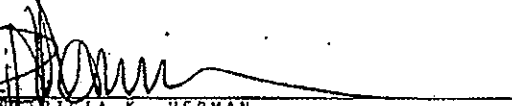
☒ Condominium Rider ☐ Graduated Payment Rider ☐ Growing Equity Rider
☐ Planned Unit Development Rider ☐ Other (specify):

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 5 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


Name Laurie A. LaBarre

Name _____



PATRICIA K. HERMAN
3072 FOX HILL CIRCLE, APOKA, FL 32703

(Seal)
Borrower
P. O. Address

(Seal)
Borrower
P. O. Address

(Seal)
Borrower
P. O. Address

(Seal)
Borrower
P. O. Address

STATE OF FLORIDA

Seminole

County ss:

The foregoing instrument was acknowledged before me this February 25, 2000 by
PATRICIA K. HERMAN who is personally known to me or who has produced
as identification and who did NOT take an oath.


Notary Public
Serial Number: 2000
My Commission Expires Aug. 03, 2000

[Seal]

STATE OF FLORIDA,

County ss:

The foregoing instrument was acknowledged before me this _____ by
who is personally known to me or who has produced
as identification and who did _____ take an oath.

Notary Public
Serial Number:

[Seal]

File No. 00-002-400961
Title Order No. 00400961

EXHIBIT ONE

Unit #1204, Building 4, Greenbrook Villas at Errol Estates I, a Condominium, together with undivided interests in the land, common elements and common expenses appurtenant to said units, all in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of Greenbrook Villas at Errol Estates I, a Condominium, recorded January 19, 1987, in O.R. Book 3854, Page 1905, et. seq., along with subsequent Modification thereof, all in the Public Records of Orange County, Florida.

LOAN NO.

FHA CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25th day of February, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to FIDELITY MORTGAGE SERVICES

("Lender") of the same date and covering the property described in the Security Instrument and located at:

1204 NORTH FAIRWAY DRIVE, APOPKA, FL 32712

[Property Address]

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

GREENBROOK VILLAS

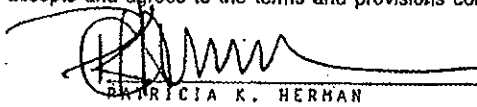
[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


PATRICIA K. HERHAN

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

B



1414 No. Magnolia Ave.
Ocala, Florida 34470
Bus. (352) 369-6200
Fax 888-329-9270

September 28, 2001

Patricia K. Herman
1204 North Fairway Drive
Apopka, FL 32712

RE: Taylor, Bean & Whitaker Loan # 66234
GMAC Loan # 306854835
FHA Mortgage Insurance Premium

Dear Ms. Herman:

Upon review of your file, certain closing documents did not disclose the proper FHA Mortgage Insurance Premium disclosures. The premium was disclosed at the time of loan application.


Please find enclosed a corrected Truth In Lending Form and Mortgagor's Information Statement/Payment Breakdown showing proper disclosure of the FHA Mortgage Insurance Premium. Please sign and return these forms in the enclosed envelope.

I am also enclosing copies of the documents showing the disclosure:

- 1) Executed Upfront Good Faith Estimate
- 2) Executed Upfront Truth In Lending
- 3) Executed Upfront Informed Consumer Choice Disclosure Notice
- 4) Executed Compliance Agreement

We do apologize for any inconvenience.

Sincerely,


Linda Taylor
Mortgage Insurance Department

Cc: Laurie Greiner, Sales and Acquisitions
GMAC

Enclosures
Express Mail

Borrowers PATRICIA HERMAN 3072 FOX HILL CIRCLE APOPKA, FL 32703	APPLICATION#: 66234 LOAN #: 66234 Taylor, Bean & Whitaker Mortgage Corp. 101 N.E. 2nd Street Ocala, FL 34470 Property 1204 N. FAIRMAY DRIVE APOPKA, FL 32712
---	--

Itemization of Amount Financed			
\$ 82,007.80	Total amount financed		\$ 82,007.80
\$ 94.88	Interim Interest		
\$ 1,947.32	MI Premium		
\$ 1,942.20	Total prepaid finance charges	\$ 1,942.20	
\$ 179.00	CLOSING COSTS		
\$ 445.50	County tax reserves		
\$ 624.50	Total amount paid to others		
LOAN AMOUNT (including financed MIP) \$ 83,950.00			

THE FIRST PAYMENT FOR YOUR FHA 30yr Fixed Rate	
FOR:	\$ 83,950.00
AT:	8.250000%
WHICH WILL PAY OFF IN 360 PAYMENTS	
IS BROKEN DOWN AS FOLLOWS:	
PRINCIPAL &/OR INTEREST	\$ 630.69
Mortgage Insurance	34.09
Taxes	74.25
Insurance	0.00
Other	0.00
TOTAL PAYMENT	\$ 739.03

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all payments as scheduled.
8.8989%	\$ 150,098.42	\$ 82,007.80	\$ 232,106.22

Your Payment Schedule Will Be:	
12 payments monthly of \$ 664.78 beginning April 1, 2000	148 payments monthly ranging from \$ 664.49 to \$ 658.48 beginning April 1, 2001
199 payments monthly of \$ 630.69 beginning August 1, 2013	
1 payment of \$ 628.19 due on March 1, 2030	

Security Interest: You are giving a security interest in the property located at 1204 N. FAIRMAY DRIVE, APOPKA, FL 32712.

Late Charge: If payment is 15 days late, you will be charged 4.0000% of the payment.

Prepayment: If you pay off early, you will not have to pay a penalty.

Assumption: If you pay off early, you may be entitled to a refund of part of the finance charge.

This Obligation: Someone buying your home may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

Insurance: You may obtain property insurance from anyone you want that is acceptable to Lender.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties.

I (We) hereby acknowledge receiving a completed copy of this disclosure.

✓ Date ___/___/___

PATRICIA HERMAN

**MORTGAGOR'S INFORMATION STATEMENT/
PAYMENT BREAKDOWN**

We are pleased to welcome you as another one of our nationwide customers. We hope you will be pleased with our servicing of your account. The following is provided for your information:

PROPOSED PAYMENT

Principal and Interest		\$	<u>630.69</u>
Monthly Escrows:			
Hazard Insurance	\$	0.00	
Taxes	\$	74.25	
Private Mtg. Ins./FHA Mtg. Ins.	\$	34.09	
Flood Insurance	\$	0.00	
Other:	\$	0.00	
Total Monthly Escrows		\$	<u>108.34</u>
Total Monthly Payment		\$	<u>739.03</u>
Less Buydown		\$	
MORTGAGOR'S TOTAL MONTHLY PAYMENT		\$	<u>739.03</u>

Your first payment is due: April 1, 2000

Loan No.: 66234

All payment figures are subject to final review in our Home Office.

Additional payment coupons will be mailed to you under separate cover and reflect the amount and due date of each payment.

All of your mortgage payments are due on the first of each month, and we sincerely ask that your payments arrive in our office by the first day of each month. If for any reason, you are ever without payment coupons, please continue making your mortgage payments on the first of each month by writing your loan number on your check or money order and mailing to: Taylor, Bean & Whitaker Mortgage Corp.
1417 N. Magnolia Ave. Ocala, FL 34475

Please provide your mailing address below. All correspondence on your loan will be directed to this address.

Phone No.

PATRICIA HERMAN

Social Security Number

Social Security Number

Date:

--TEMPORARY COUPONS FOR LOAN PAYMENTS--

PAYMENT DATE: April 1, 2000

LOAN #: 66234

PATRICIA HERMAN
1204 N. FAIRWAY DRIVE
APOPKA, FL 32712

Taylor, Bean & Whitaker Mortgage Corp
1417 N Magnolia Ave Mailstop: S
Ocala, FL 34475-9078

P&I	\$ 630.69
ESCROWS	\$ 108.34
TOTAL DUE	\$ 739.03

Payment Date:

Loan #: 66234

PATRICIA HERMAN
1204 N. FAIRWAY DRIVE
APOPKA, FL 32712

Taylor, Bean & Whitaker Mortgage Corp.
1417 N Magnolia Ave Mailstop: S
Ocala, FL 34475-9078

P&I	\$ 630.69
ESCROWS	\$ 108.34
TOTAL DUE	\$ 739.03

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR
ORANGE COUNTY, FLORIDA

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING LLC,

Counter Defendant.

**ORDER GRANTING COUNTER PLAINTIFF'S MOTION FOR LEAVE TO FILE
SECOND AMENDED COUNTER CLAIM**

THIS CAUSE came before this Honorable Court on this Friday, the 6th day of July, 2018, on the Counter Plaintiff's, PATRICIA K. HERMAN, *Motion for Leave to File Second Amended Counter Claim*, and after hearing arguments, reviewing the pleadings and otherwise being fully advised in the premises, this Honorable Court finds as follows:

- A. On February 14, 2017, this Honorable Court entered its *Order Granting Plaintiff/Counter Defendant's Motion for Substitution of Party Plaintiff*;
- B. On February 14, 2017, Ocwen Loan Servicing, LLC was substituted into the instant action for GMAC Mortgage Corporation;

it is therefore:

ORDERED AND ADJUDGED as follows:

- 1. The Counter Plaintiff's, PATRICIA K. HERMAN, *Motion for Leave to File Second Amended Counter Claim* is hereby **GRANTED**;

2. Counter Plaintiff's *Second Amended Counter Claim* is hereby accepted and deemed filed as of July 4, 2018.
3. Plaintiff/Counter Defendant, OCWEN LOAN SERVICING, LLC, shall file its answer to the Counter Plaintiff's *Second Amended Counter Claim* within twenty (20) days of the entry of this instant Order.
4. This Honorable Court shall retain jurisdiction over this matter for purposes of clarification and enforcement.

ORDERED at Orlando, Orange County, Florida on this 11 day of July, 2018.



ROBERT LEBLANC
CIRCUIT COURT JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Order Granting Counter Plaintiff's Motion for Leave to File Second Amended Counter Claim* will be furnished on this 11 day of July 2018 via Florida E-Filing Portal to all parties of record in this action.



JUDICIAL ASSISTANT/~~ATTORNEY~~

Exhibit

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**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

OCWEN LOAN SERVICING, LLC,

GENERAL JURISDICTION

Plaintiff,

Case No. 2007-CA-010062-O

v.

**ERROL ESTATE PROPERTY
OWNER'S ASSOCIATION, INC.;
GREENBROOK VILLAS AT ERROL
ESTATES CONDOMINIUM ASSOCIATION,
INC.,**

Defendants.

AMENDED FINAL JUDGMENT

THIS ACTION was tried before the Court on July 19, 2017. On the evidence presented

IT IS ADJUDGED that:

1. Plaintiff, Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409, is due:

Principal		\$77,986.02
Interest from 2/1/07 to 7/1/17		\$67,233.24
Title Search		\$400.00
Prior Servicer Escrow		\$5,307.06
Escrow Refunds		\$82.71
Tax Disbursements 2014		\$1,066.42
Tax Disbursements 2015		\$1,140.16
Tax Disbursements 2016		\$1,146.02
Property Maintenance		\$3,329.58
Property Preservation		\$310.00
Property Inspections		\$1,192.29
Property Appraisals		\$1,634.25
Attorneys' fees		
Flat Fee	\$250.00	
Hourly Fees	\$1,555.50	

Finding as to reasonable number of attorney hours: 6.8		
Finding as to reasonable attorney hourly rate: \$215.00		
Finding as to reasonable number of paralegal hours: 1.1		
Finding as to reasonable paralegal hourly rate: \$85.00		
Additional Flat Fee		
Case Management Conference – 6/27/14 & 7/31/14	\$1,000.00	
Case Management Conference – 9/23/16	\$500.00	
Attorneys' Fees total		\$1,805.00
Subtotal		\$162,632.75
Less: Suspense Balance		(\$1.89)
Less: Escrow Payments		(\$5.15)
TOTAL		\$162,625.71

2. The grand total amount referenced in Paragraph 1 shall bear interest from this date forward at the prevailing legal rate of interest in accordance with Section 55.03, Florida Statutes.

3. Plaintiff holds a lien for the total sum superior to all claims or estates of defendants, on the following described property in Orange County, Florida:

UNIT # 1204, BUILDING 4, GREENBROOK VILLAS AT ERROL ESTATES I, A CONDOMINIUM, TOGETHER WITH UNDIVIDED INTERESTS IN THE LAND, COMMON ELEMENTS AND COMMON EXPENSES APPURTENANT TO SAID UNITS, C111 IN ACCORDANCE WITH AND SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, TERMS AND OTHER PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF GREENBROOK VILLAS AT ERROL ESTATES I, A CONDOMINIUM, RECORDED JANUARY 19, 1987, IN O.R. BOOK 3854, PAGE 1905, ET. SEQ., ALONG WITH SUBSEQUENT MODIFICATION THEREOF, ALL IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

4. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on Oct. 17, 2018, to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at 425 North Orange Avenue in Orange County in Orlando, Florida, in accordance with section 45.031, Florida Statutes, using the following method (CHECK ONE):

☐ At _____, beginning at _____ on the prescribed date.

☒ By electronic sale beginning at 11:00 on the prescribed date at www.myorangeclerk.realforeclose.com.

5. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

6. On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

7. On filing the certificate of sale, defendants and all persons claiming under or against defendants since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter

720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

8. Jurisdiction of this action is retained to enter further orders that are necessary or are proper including, but not limited to re-foreclosure against any subordinate interest omitted from these proceedings, determining the amounts owed to any condominium or homeowners association, issuance of a writ of possession and the entry of a deficiency judgment, when and if such deficiency is sought if the parties liable under the note have not been discharged in bankruptcy (however no deficiency may be sought if the parties liable under the note were subject to an order allowing Plaintiff or its predecessors-on-interest only in rem relief from the bankruptcy automatic stay).

IF THE PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SAME. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

ORDERED at Orlando, Florida on September 4, 2018, NUNC
PRO TUNC July 19, 2017.



Circuit Court Judge

I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via U.S. Mail on September 4, 2018 to all persons on the following service list:

Nazish Zaheer, Esq.
Brock & Scott, PLLC
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, Florida 33309
FLCourtDocs@brockandscott.com
Counsel for Plaintiff

Linda M. Reck, Esq.
Greenberg Traurig
450 S. Orange Avenue, Suite 650
Orlando, Florida 32801
reckl@gtlaw.com
shelnutl@gtlaw.com
Co-Counsel for Plaintiff,
Ocwen Loan Servicing, LLC

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Avenue, Suite 340
Winter Park, Florida 32789
ceri@thehoalawyer.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, Florida 32751
jdavis@clayton-mcculloh.com
mfgroup2@clayton-mcculloh.com

Pamela K. Herman, Esq.
Law Office Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida 32712-2229
Service2lopkhpa@gmail.com
Counterplaintiff

Exhibit

O

IN THE COUNTY COURT OF THE 9TH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Plaintiff,

v.

PATRICIA K. HERMAN, et al,

Defendants,

CASE NO. 48-2007-CA-010062-O

PATRICIA K. HERMAN,

Counter-Plaintiff,

v.

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Counter-Defendant.

GMAC MORTGAGE, LLC NOTICE OF BANKRUPTCY STATUS

GMAC Mortgage, LLC ("GMACM"), by and through its undersigned counsel, respectfully submits this Notice of Bankruptcy Status, and states as follows:

1. On May 14, 2012 (the "Petition Date"), Residential Capital, LLC and certain of its direct and indirect subsidiaries, including GMACM (collectively, the "Debtors"), filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The

Debtors' Chapter 11 cases (the "Bankruptcy Cases") are being jointly administered, indexed at case number 12-12020 (MG).

2. On August 24, 2012, the undersigned caused to be filed in this present matter a Notice of Bankruptcy Filing and Entry of Confirmation Order (the "Notice") to inform the Court and the parties of the Bankruptcy Cases and the automatic stay imposed by section 362 of the United States Bankruptcy Code.

3. On January 29, 2013, the undersigned caused to be filed in this present matter a Notice of Bankruptcy Filing and Entry of Confirmation Order (the "Amended Notice") to inform the Court and the parties of the Bankruptcy Cases and the automatic stay imposed by section 362 of the United States Bankruptcy Code.

4. On October 22, 2013, the undersigned caused to be filed in this present matter a Notice of Bankruptcy Filing and Entry of Confirmation Order (the "Second Amended Notice") to further inform the Court and the parties regarding the Bankruptcy Cases. Specifically the Amended Notice clarified as follows:

GMAC has concluded that Herman's interest in the property was foreclosed out by Greenbrook Villas' suit and she no longer has an interest in the property. By its simultaneously filed notice, GMAC is dismissing Herman from this suit. Therefore, Herman's claims against GMAC are not Permitted Claims, as she is not in the class of persons or entities allowed to assert such claims. Each and every one of Herman's claims remain subject to the automatic stay and the continued prosecution of these claims is prohibited. However, her demand for attorneys' fees is not subject to the bankruptcy stay and can be liquidated. Any award of attorneys' fees would have to be submitted through the proof of claim process in the United States Bankruptcy Court for the Southern District of New York and would be treated as a general unsecured claim.

(Second Amended Notice, ¶ 8).

5. On December 11, 2013, the Bankruptcy Court entered its Order Confirming Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC et al. and the

Official Committee of Unsecured Creditors (the “**Confirmation Order**”) [Bankruptcy Docket 6065]¹ approving the terms of the Chapter 11 plan, as amended (the “**Plan**”). The effective date under the Plan occurred on December 17, 2013 (the “**Effective Date**”).

6. Both the Plan and Confirmation Order provide for the extension of the automatic stay through the Effective Date and provide that the injunctive provisions of the Plan and Confirmation Order will remain in full force and effect following the Effective Date. (Confirmation Order, ¶ 63(g); Plan, Art. XIII.K). **Moreover, both Section G of Paragraph 40 of the Confirmation Order and Article IX.I of Plan contain an “Injunction” provision that, among other things, enjoins all parties from “commencing or continuing in any manner or action or other proceeding of any kind” relating to claims that are released under the Plan.**

7. Article VIII.B of the Plan provides that the claim of any creditor of the Debtors that failed to file a proof of claim by the applicable deadline “SHALL BE DEEMED DISALLOWED, DISCHARGED, RELEASED, AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.” (emphasis in original).

8. In addition, pursuant to Article XII of the Plan and Paragraph 66 of the Confirmation Order, the Bankruptcy Court retained exclusive jurisdiction to hear all matters

¹ Due to its voluminous nature, the Confirmation Order, to which the Plan is an exhibit, or any other referenced bankruptcy documents, are not included as an attachment, but may be obtained at no charge at <http://www.kccllc.net/rescap>

pertaining to the injunction provided for in the Plan and Confirmation Order. Specifically, the Plan provides as follows:

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction:

...

(c) to hear and determine any matter, case, controversy, suit, dispute, or Causes of Action: (i) regarding the existence, nature, and scope of the releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

....

(Plan, Art. XII) (emphasis added). In addition, the Confirmation Order provides as follows:

Retention of Jurisdiction. The business and assets of the Debtors shall remain subject to the jurisdiction of this Court until the Effective Date. Notwithstanding the entry of this Order, from and after the Effective Date, the Court shall retain such jurisdiction over the Chapter 11 Cases as is legally permissible, including jurisdiction over those matters and issues described in Article XII of the Plan, including with respect to (i) insurance settlements and disputes involving insurance policies settled or otherwise addressed under or in connection with the Plan, and (ii) the Claims filed by WFBNA in these Chapter 11 Cases and any Claims or Causes of Action that may be asserted by WFBNA against any of the Ally Released Parties.

(Confirmation Order, ¶ 66).

7. By Order dated November 21, 2012, the Court approved the sale of the Debtors' mortgage origination and servicing platform to Ocwen Loan Servicing LLC ("Ocwen") and its designee, Walter Investment Management Corp. ("Walter") [Docket No. 2246] (the "Ocwen Sale Order"). The transactions comprising the sale of the Debtors' mortgage origination and servicing platform (the "Sale") closed in two parts: the sale to Walter closed on January 31, 2013, and the sale to Ocwen closed on February 15, 2013.

8. On March 13, 2015, the Bankruptcy Court entered the Order Granting the Motion for Entry of an Order Establishing Procedures Enforcing Injunctive Provisions of Plan and Confirmation (“Procedures Order”). The Procedures Order, (i) bars Patricia K. Herman from continuing to prosecute this action against the Debtors under the injunction provisions of the Plan and Confirmation Order, and (ii) permits the Liquidating Trust to seek further relief from the Bankruptcy Court in the event Patricia K. Herman continues to seek recourse against the Debtors.

9. According to the Debtors’ records, Patricia K. Herman did not file a proof of claim in the Bankruptcy Cases and is barred from continuing to prosecute this action against a Debtor. Additionally, pursuant to the Plan and Confirmation Order, Patricia K. Herman is prohibited from pursuing monetary claims against the Debtors, but may proceed with non-monetary relief. However, as a result of the Sale, no Debtor services or owns the loan(s) subject of this proceeding and is unable to provide any non-monetary relief sought.

10. With regard to this matter, defendant and counter-plaintiff Patricia K. Herman asserted eight (8) claims against GMAC. Specifically, her claims are:

- a. Count I for purported violations of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.2, *et. seq.*;
- b. Count II for purported violations of the “Mortgage Lending Laws – Fla. Stat. Ch. 494”;
- c. Count III for a purported breach of contract claim;
- d. Count IV for a purported continuing breach of contract claim;
- e. Count V for a purported breach of a reinstatement agreement claim;
- f. Count VI for a purported negligence claim (dismissed with prejudice on or about December 24, 2008).
- g. Count VII for a purported breach of fiduciary duty; and
- h. Count VIII for a purported unjust enrichment claim.

11. Further, following the February 4, 2013 dismissal of Debtor's claims against Patricia K. Herman, her claims against Debtor are not Permitted Claims, as she is not in the class of persons or entities allowed to assert such claims.

12. Debtor also notified Patricia K. Herman in their October 22, 2013 Amended Response to Patricia K. Herman's Motion for Attorney's Fees and Costs ("Amended Response") as follows:

Further, to the extent this Court finds that Herman is due an award of attorneys' fees, she can only liquidate said fees in this venue and then seek recovery of same through GMACM's bankruptcy process in the United States Bankruptcy Court, Southern District of New York, Case No. 12-12020.

(Amended Response, ¶ 6).

13. According to the Debtors' records, despite receiving the Notice, Amended Notice, Second Amended Notice, and Amended Response Patricia K. Herman did not file a proof of claim in the Bankruptcy Cases and is barred from continuing to prosecute this action against a Debtor.

14. Patricia K. Herman has no claim against Debtors and Debtors have no further involvement in the current case.

15. Debtors are submitting this Status Report for the purpose of providing the Court and the parties to this action with an update as to the status of the Bankruptcy Cases.

Respectfully submitted this 24 day of October, 2016.

s/Christian W. Hancock
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via United States mail, postage prepaid, and/or via email, pursuant to Rule 2.516, this 24 day of October, 2016, to the following:

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